

**A RESOLUTION APPROVING THE VILLAGE'S CONTINUED PARTICIPATION  
IN THE MAJOR CRASH ASSISTANCE TEAM  
AND AMENDED INTERGOVERNMENTAL AGREEMENT**

**WHEREAS**, the Village of Barrington Hills (the "Village") is a home rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

**WHEREAS**, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1, et seq., authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

**WHEREAS**, the Village's Police Department is a current member of the Major Crash Assistance Team which also consists of approximately 23 other law enforcement jurisdictions; and

**WHEREAS**, the Executive Board of the Major Crash Assistance Team has provided its member jurisdictions with an Amended Intergovernmental Agreement, attached hereto and incorporated herein by reference as Exhibit A, which member jurisdictions are required to approve as a condition of further participation in the Major Crash Assistance Team; and

**WHEREAS**, the Village Chief of Police is in support of and recommends to the President and Board of Trustees of the Village the Village's continued participation in the Major Crash Assistance Team and approval of the Amended Intergovernmental Agreement as in furtherance of the best interests, health and safety of the Citizens of the Village; and

**WHEREAS**, in consideration of the recommendation of the Village Chief of Police, the President and Board of Trustees of the Village hereby determine that the Village's continued participation in the Major Crash Assistance Team and approval of the Amended Intergovernmental Agreement attached as Exhibit A, is in furtherance of the best interests, health and safety of the Citizens of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** The President and Board of Trustees of the Village hereby approve of the Village's continued participation in the Major Crash Assistance Team and the associated Amended Intergovernmental Agreement, attached as Exhibit A.

**SECTION THREE:** The Village President is authorized to execute, on behalf of the Village, the Intergovernmental Agreement, as attached hereto as Exhibit A, by affixing his signature thereto, and the Village Clerk is similarly authorized to attest to the signature of the President as an act on behalf of the Village.


**SECTION FOUR:** Upon execution of the Intergovernmental Agreement, staff and appointed representatives of the Village are authorized to take all actions requisite for the Village's compliance with its obligations set forth in Exhibit A.

**SECTION FIVE:** This Resolution shall take effect immediately upon its passage and approval as provided by law.


Ayes: 7      Nays: 0      Absent: 0

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 27<sup>th</sup> day of April, 2020.

APPROVED:

  
Village President

ATTEST:

  
Village Clerk

## **EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT AMONG THE MEMBER AGENCIES  
OF THE MAJOR CRASH ASSISTANCE TEAM**

**THIS AGREEMENT** made and entered into by and among the member agencies or units of local government (hereinafter called Members) of the Major Crash Assistance Team (hereinafter called MCAT), all Illinois municipal corporations located wholly or in part in the County of Lake, as follows:

**WITNESSETH:**

**WHEREAS**, the Members recognize that the efficient investigation of serious traffic crashes is enhanced by having the assistance of other agencies and resources; and

**WHEREAS**, the Members desire to utilize such assistance and resources during the investigation of major traffic crashes by working together and providing mutual aid, assistance, and access to other needed resources to one another; and

**WHEREAS**, the Members are entering into this Intergovernmental Emergency Resource Sharing Agreement (the "Agreement") pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); Article 5, Sections 1-4-6 and 1-2-3.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/1-2-2.1); and other applicable authority;

**NOW, THEREFORE**, the Members agree as follows:

**SECTION 1 – PURPOSE OF AGREEMENT, RECITALS**

This agreement is made in recognition of the fact the efficient investigation of serious traffic crashes is enhanced when agencies have access to the resources and the support of other agencies. Further, it is recognized that a primary goal in the investigation of serious traffic crashes is to establish an accurate record of the factors and conditions leading up to the traffic crash. And further, that the timely re-establishment of the normal movement of traffic is important for the continued safety of the public. It is the purpose of this Agreement to provide the means whereby assistance and resources are provided through the intergovernmental cooperation of the Members to achieve these goals. The foregoing recitals are hereby incorporated into this Agreement as findings of the Members.

**SECTION 2 – DEFINITIONS**

For the purposes of this Agreement, the following terms shall be defined as set forth in this Section.

1. **Aiding Department:** A Member agency that provides assistance and access to emergency resources to a Requesting Department pursuant to this agreement.

2. **Assistance:** Any assistance provided by an Aiding Department to a Requesting Department, which assistance may include, among other things, the assignment of personnel, the use of equipment and/or supplies, and the use of pre-arranged support resources such as command centers for the purpose of responding to, and assisting in the investigation of a Serious Traffic Crash.
3. **Drone:** Any aerial vehicle that does not carry a human operator (725 LUC 167/1).
4. **Drug Recognition Expert (DRE):** A police officer trained to recognize impairment in drivers under the influence of drugs other than, or in addition to, alcohol.
5. **Requesting Department:** The law enforcement arm of a Member that requests Emergency Assistance pursuant to this Agreement.
6. **Serious Traffic Crash:** Any collision involving at least one motor vehicle that meets one or more of the following criteria:
  - Death or great bodily harm to one or more individuals; or
  - Involvement of an emergency vehicle where one or more individuals sustains serious injuries; or
  - A request by a supervisor of the Requesting Department pursuant to other extenuating factors.

### SECTION 3 – REQUESTS FOR ASSISTANCE

Any Participating Department may request Emergency Assistance for a Serious Traffic Crash from any one or more of the other Participating Departments when such assistance is necessary in the judgment of a patrol supervisor or designee of the Requesting Department.

### SECTION 4 – SCOPE OF RESPONSE

An Aiding Department may render Emergency Assistance to any one or more Participating Department to the extent available personnel and resources are not immediately required for the adequate protection of the Aiding Department. The judgment of the patrol supervisor or designee of the Aiding Department, as to the amount of Emergency Assistance available to the Requesting Department shall be final.

### SECTION 5 – CHARTER

All operations of the Major Crash Assistance Team shall be governed by Charter, Bylaws and Policies promulgated by representatives of its Members.

### SECTION 6 – DIRECTION OF PERSONNEL AND EQUIPMENT

The patrol supervisor or designee of the Requesting Department shall be responsible for supervising and directing the actions of all personnel and for determining the use of all equipment and resources of the Requesting Department and all Aiding Departments.

## SECTION 7-AUTHORITY OF SWORN POLICE PERSONNEL

Each sworn police officer providing Emergency Assistance under this Agreement shall have all the powers of police officers of the Requesting Department, including the powers of arrest.

## SECTION 8 - RESPONSE: NOT MANDATORY

No Participating Department shall be required to provide Emergency Assistance under this Agreement if provision of Emergency Assistance would result in an unreasonable risk to that participating Department.

## SECTION 9-WITHDRAWAL OF ASSISTANCE

The patrol supervisor or designee of an Aiding Department may withdraw any or all Emergency Assistance rendered to the Requesting Department if, in the sole determination of the patrol supervisor or designee of that Aiding Department, such assistance is otherwise needed for the Aiding Department. No Aiding Department shall be liable for any consequence, action, claim, or damage resulting from the withdrawal of Emergency Assistance once furnished pursuant to this Agreement.

## SECTION 10 - OTHER MUTUAL AID

Nothing in this Agreement shall prevent a Participating Department from cooperating with any other unit of government, regardless of whether that unit of government is a Participating Department pursuant to this Agreement. Further, nothing in this Agreement is intended to prevent any Participating Department from acting jointly or in cooperation with each other or any other local, state, or federal unit of government or agency thereof to the fullest extent permitted by law.

1. **Drug Recognition Expert (DRE)** - Any Aiding Department that maintains a certified Drug Recognition Expert on staff may agree to provide this officer to assist a Requesting Department. The assistance provided shall be consistent with Section 11.
2. **Drone Assistance - MCA** - may provide drone assistance to a Requesting Department. This assistance may include traffic crash investigation, crime scene investigation, search and rescue, or any use contained in 725 ILCS 16/1. The assistance provided shall be consistent with Section 11.

## SECTION 11 - REIMBURSEMENT AMONG PARTICIPATING MEMBERS

1. **No Charge** - Except as hereinafter provided, the assistance provided by any Aiding Department shall be rendered without charge to the Requesting Department or other Participating Department.
2. **Exception for Unusual Costs** - An Aiding Department may request payment from a Requesting Department where the Aiding Department has incurred unusual or burdensome costs in providing assistance to the Requesting Department. The determination of whether to pay such costs shall be at the direction, and the sole discretion, of the corporate authorities of the Member.

## **SECTION 12 - INDEMNIFICATION**

Each Member shall assume full and complete responsibility for the actions of its employees acting pursuant to this Agreement, including without limitation, indemnification of such personnel pursuant to Section 1-4-6 of the Illinois Municipal Code (65 ILCS 5/1-4-6) and other applicable authority, and shall protect, insure, indemnify, and otherwise provide for such personnel to the same extent as such personnel are protected, insured, indemnified, and otherwise provided for when acting within that Member's corporate limits.

Each member shall maintain at their own cost, insurance against claims for injuries to persons or damages to property which may arise from or in connection with its performance under this agreement, as follows: Commercial General Liability coverage in an amount no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury with a general aggregate of no less than twice the required occurrence limit; Business Automobile Liability in an amount no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and Workers' Compensation coverage with statutory limits and Employers' Liability with limits for \$500,000 per accident.

## **SECTION 13 - COMPENSATION OF EMPLOYEES**

Each Member shall be responsible for the payment of all salary and benefits to all its employees acting pursuant to this Agreement, including without limitation, the payment of wages, salaries, overtime pay, disability payments, pension benefits, worker's compensation claims, claims for damages to or destruction of equipment and clothing, and claims for medical expenses. Each member shall agree to waive all rights of subrogation against every other member for losses arising out of the performance under this Agreement.

## **SECTION 14 - EFFECTIVENESS; TERM**

This agreement shall be in full force and effect and legally binding on the Members as of the date written below. This Agreement shall be for a period of twelve (12) months, renewing automatically on May 1st of each subsequent year.

## **SECTION 15 - AMENDMENTS**

This Agreement may be amended from time to time in writing approved by resolution of the corporate authorities of each Member. Any amendment not adopted and approved by all Members shall not be effective. The effective date of any amendment shall be the first day after which all Members have approved the amendment.

## **SECTION 16 - TERMINATION**

This Agreement shall remain in full force and effect and shall bind each Member until such time as the corporate authorities of a Member adopt a resolution terminating this Agreement as to that Member. Certified copies of such resolution shall be filed with the clerk of all other Members within thirty (30) days after its passage. In the event of termination as to one Member, this Agreement shall remain binding as to the remaining Participating Member.

IN WITNESS THEREOF, this Agreement has been duly executed this 1st day  
of May, 2020

A handwritten signature in black ink, appearing to read "M.A.M.L.", written over a horizontal line.

Chief Executive Officer

Barrington Hills Police Department  
Member Agency Name

\_\_\_\_\_  
President  
Major Crash Assistance Team of Lake County